



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-1**

June 24, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PROPOSED STORMWATER AND RUNOFF POLLUTION CONTROL PROGRAM
SERVICE AGREEMENT WITH CITY OF ROSEMEAD
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Stormwater and Runoff Pollution Control Program Service Agreement with the City of Rosemead (Exhibit 1). The Agreement would provide stormwater inspection services to the City at an estimated cost of \$27,000 per each round of inspections. The cost will be reimbursed by the City to the County with no net impact to the County General Fund.
2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Rosemead. The Agreement will become effective on the date the Board of Supervisors approves this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the County and 84 incorporated cities, including the City of Rosemead, were issued National Pollutant Discharge Elimination System Permit No. CAS004001 for Municipal

Storm Water and Urban Runoff Discharges within the County of Los Angeles. Under the NPDES Permit, each permittee is required to implement additional, new requirements to establish a program of pollutant reduction and control measures at industrial and commercial facilities. Each permittee is required to track, inspect, and ensure compliance at industrial and commercial facilities within its jurisdictional boundaries that are critical sources of pollutants in stormwater runoff. Public Works has developed and implemented the Program within the unincorporated County area to meet the NPDES Permit requirements. In response to requests from a number of cities, Public Works is prepared to provide such services to cities on a cost basis.

The City Council of the City of Rosemead, by its Resolution No. 2004-21 (Exhibit 2), has requested that these services be provided to their City under the Stormwater and Runoff Pollution Control Service Agreement to track, inspect, and ensure compliance with the City's Stormwater and Runoff Pollution Control Ordinance at industrial and commercial facilities within the City that are critical sources of pollutants in stormwater runoff.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as the proposed Agreement will enable Public Works to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will bear an estimated \$27,000 per year to provide inspection services to the City. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement aids in the extension of the Program to areas within the City of Rosemead for the protection of County and City streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants in stormwater runoff from industrial and commercial facilities. Failure to implement the Program may increase the risk of pollutant discharges to waters of the County and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such discharges.

The Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq. of the California Government Code.

County Counsel has approved the Agreement as to form; and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by the Board on May 26, 1999 (Exhibit 3).

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act (CEQA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The proposed Agreement will not impact current services as we will utilize the same personnel currently providing services to the City under the existing Industrial Waste Control Program that was previously approved by the Board on August 4, 1959 (Exhibit 4).

The Honorable Board of Supervisors
June 24, 2004
Page 4

CONCLUSION

It is requested that two copies of the approved Agreement be returned to Public Works, one copy of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted,


JAMES A. NOYES
Director of Public Works

CWS:ca

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Enc.

cc: Chief Administrative Office
County Counsel

EXHIBIT 1

City Industrial/Commercial

Storm Water Inspection Program Agreement

AGREEMENT BETWEEN THE CITY OF ROSEMEAD AND THE
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
STORMWATER AND RUNOFF POLLUTION CONTROL ORDINANCE

A G R E E M E N T

THIS AGREEMENT is made and entered into this _____ day of _____, 2004,
by and between the CITY OF ROSEMEAD, hereinafter referred to as "CITY", and the
COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY".

W I T N E S S E I H

WHEREAS, CITY has adopted Ordinance No. 825 entitled the "Stormwater
and Runoff Pollution Control Ordinance of the City of Rosemead governing the discharge
of stormwater runoff to the storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is a co-permittee under National Pollutant Discharge Elimination
System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges
within the CITY, hereinafter referred to as "PERMIT" and is subject to implementing an
Industrial/Commercial Facilities Control Program including inspections of such facilities,
hereinafter referred to as "INSPECTIONS;" and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the
CITY Ordinance including INSPECTIONS; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such
services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of
Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of
the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT),
to provide enforcement of the stormwater runoff provisions of the CITY Ordinance
including INSPECTIONS and the necessary services incident thereto (collectively, the
"Services"). Such Services shall only encompass duties and functions of the type within
the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter,
statutes of the State, various COUNTY ordinances and the PERMIT. CITY delegates to
the COUNTY the power and the authority to perform the Services. Services under the
terms of this Agreement shall include INSPECTIONS, and the enforcement of the CITY's
Ordinance. Services may also include the filing of enforcement actions, filing of required
reports and issuing permits when so requested in writing by the CITY. INSPECTIONS shall

not include restaurant facilities unless agreed to by the COUNTY and the CITY in a separate written agreement.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services. During the term of this Agreement, COUNTY shall provide to the CITY the same level of services as are currently being provided to the COUNTY's unincorporated areas by the DEPARTMENT in its administration of the COUNTY Code, Title 12, Chapter 12.80.

Section 2. CITY Cooperation.

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies.

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof, where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY, while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees.

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code.

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 12, Chapter 12.80. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend the CITY Ordinance in accordance with subsequent amendments to COUNTY Code, Title 12, Chapter 12.80. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within 30 calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditure" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire December 12, 2006. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving ninety (90) days notice to the other party.

Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. PERMIT Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by the PERMIT or any other responsibility or legal obligation incident thereto that is imposed upon CITY by Federal, State and local laws, permits and regulations.

Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

ATTEST:

CITY OF ROSEMEAD

By  _____
CITY CLERK

By  _____
MAYOR

STATE OF CALIFORNIA)
) s.s.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 200____, the facsimile signature of _____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of
the Board of Supervisors of the County
of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL


By  _____
DEPUTY

EXHIBIT 2

City Resolution

RESOLUTION NO. 2004-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF LOS ANGELES AND TO PROVIDE ENFORCEMENT OF STORMWATER AND RUNOFF POLLUTION CONTROL PROVISIONS OF THE CITY MUNICIPAL CODE

WHEREAS, the City of Rosemead is a co-permittee under Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Storm Water and Urban Runoff Discharges in the County of Los Angeles (Order No. 01-182, NPDES No. CAS004001);

WHEREAS, the City of Rosemead is required under the NPDES permit to implement an industrial/commercial facilities control program including inspections;

WHEREAS, Chapter 13.16 of the Rosemead Municipal Code requires that industrial/commercial businesses implement best management practices to control the runoff of pollutants to the storm drain system;

WHEREAS, the County of Los Angeles has an established industrial/commercial inspection program and will make this service available to the City of Rosemead on a cost basis; and

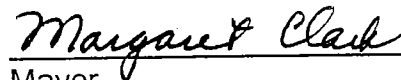
WHEREAS, the City of Rosemead requests the Department of Public Works of the County of Los Angeles to provide a stormwater and runoff pollution control program for industrial/commercial facilities, exclusive of restaurants, as required by the NPDES permit;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEMEAD DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor of the City of Rosemead is hereby authorized to execute an agreement with the County of Los Angeles providing for industrial/commercial stormwater and runoff pollution control provisions of the City Ordinance.


Section 2. That the Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 8th day of June, 2004



Mayor

ATTEST:



City Clerk

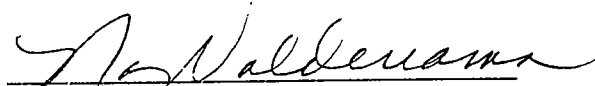
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF ROSEMEAD)

I, Nancy Valderrama, City Clerk of the City of Rosemead, do hereby certify that the foregoing Resolution No. 2004-21 being:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD,
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF LOS
ANGELES AND TO PROVIDE ENFORCEMENT OF STORMWATER AND
RUNOFF POLLUTION CONTROL PROVISIONS OF THE CITY MUNICIPAL CODE

was duly and regularly approved and adopted by the City Council of the City of Rosemead
at a regular meeting of the City Council on the 08th day of June, 2004, by the following vote to
wit:

YES:	ALARCON, CLARK, VASQUEZ, IMPERIAL, TAYLOR
NO:	NONE
ABSTAIN:	NONE
ABSENT:	NONE



Nancy Valderrama, CMC
City Clerk

EXHIBIT 3

City General Services Agreement

02414

Exp 6/30/04

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, May 26, 1999, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Rosemead, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as of set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2004, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2004, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2004, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 24 day of May September 1999.

THE CITY OF ROSEMEAD

By Joe Tarquino
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By Dan Villanueva
Deputy

By Don Krake
Chairman, Board of Supervisors

ATTEST:

JOANNE STURGES
Executive Officer/Clerk
of the Board of Supervisors



By Sylvia J. Villalobos
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 JUN 15 1999 -

Joanne Sturge
JOANNE STURGES
EXECUTIVE OFFICER

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By [Signature]
Deputy

gsa99-fm

EXHIBIT 4

Industrial Waste Control Program Agreement

AGREEMENT - INDUSTRIAL WASTE

File I - 4741

THIS AGREEMENT, made and entered into this 4th day of August 19 59 by and between the COUNTY OF LOS ANGELES hereinafter sometimes referred to as "County" and the CITY OF ROSEMEAD hereinafter sometimes referred to as "City".

W I T N E S S E T H:

THAT WHEREAS, the City has heretofore, on August 4, 1959, adopted ordinance number 1 amending an ordinance entitled "Sanitation and Health" by adding a new division entitled "Sanitary Sewers and Industrial Waste"; and

WHEREAS, the City is desirous of contracting with the County for the enforcement of such ordinance provisions and the performance of services with respect to industrial waste as in said ordinance set forth; and

WHEREAS, the County of Los Angeles is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Section 56 $\frac{1}{2}$ of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees, through the Engineer of the County of Los Angeles, to provide enforcement of the industrial waste

visions of the above referred to city ordinance and the

BOARD OF SUPERVISORS services incident thereto.

AUG 11 1959

Gordon T. Neavig

Gordon T. Neavig
Chief Clerk

OFFICE COPY RETURN TO
INDUSTRIAL WASTE DIVISION
-1- LOS ANGELES COUNTY ENGINEER
ROOM 100 W. 2ND STREET
LOS ANGELES 12, CALIFORNIA

Effective Date 8-4-59

Such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the County Engineer of the County of Los Angeles under the Charter of said County, the statutes of the State, and the various County ordinances.

The level of service provided shall be that same basic level of service that now is and shall be hereafter during the term of this agreement provided for unincorporated areas of the County of Los Angeles by said Engineer.

The rendition of such services, the standards of performance, and other matters incidental to the performance of such services, including the controlling of personnel so employed, shall remain in the County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Engineer of the County shall be final and conclusive as between the parties.

The services shall include the enforcement of any applicable State statutes and all provisions of the above referred to city ordinance as the same now exists or may be hereafter amended.

The services shall include the inspection of open sanitary fills only in the event that the city, by action of its Council, requests such services.

2. To facilitate the performance of said functions it is agreed that the County shall have full co-operation and assistance from the City, its officers, agents and employees.

OFFICE COPY RETURN TO
INDUSTRIAL WASTE DIVISION
-2- LOS ANGELES COUNTY ENGINEER
ROOM 108 W. 2ND STREET
LOS ANGELES 12, CALIFORNIA

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense.

4. All persons employed in the performance of such services and functions for said City shall be County employees and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

6. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of any officer or employee thereof, and said City shall hold said County and its officers and employees harmless from, and shall defend said County and its officers and employees against, all claims for damages resulting therefrom.

Notwithstanding the provisions of this paragraph hereinbefore set forth, either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than two calendar months prior to the date of such termination.

7. This contract is entered into with the understanding that the City will maintain in full force and effect, including the amount of fees provided, an ordinance substantially identical with the provisions of County Ordinance No. 6130. This contract may be terminated by the County without necessity of notice if City does not enact amendments to said ordinance in accordance with amendments to County Ordinance No. 6130 within one hundred twenty days after request to do so by County. The County Engineer, acting on behalf of the County, may use discretion and need not request City to adopt amendments which do not apply to the City or its problems.

8. County agrees to collect fees called for in the City's ordinance and to account therefor to the City quarterly. County agrees to pay City, within sixty days following each calendar quarter, all of the excess over expenditures for services, and City agrees to pay County, within said sixty days, any deficit between expenditures for services and total fees collected. Expenditures for services, for the purpose of this agreement,

shall be the entire cost to the County of performing each such function, including salaries of employees engaged in performing the service, as well as vacation, sick leave, retirement, workmen's compensation insurance premiums, supervision over such employees while so employed, traveling expenses and supplies, plus a pro-rate of indirect expenses. If the cost for providing the service is changed, the City shall be notified of such change, in writing.

9. It is further agreed that the City shall not be charged for periodic inspections of facilities for pretreatment of industrial waste prior to discharge into sanitary sewers in the event that the cost of such services has been defrayed by funds of a Sewer Maintenance District.

10. The County agrees to keep such books and records and in such form and manner as the County Auditor of the County of Los Angeles shall specify. Said books shall be open for examination by said City at all reasonable times.

11. This contract shall become effective on August 1, 1959, and shall continue in full force and effect until June 30, 1964 unless terminated as provided in Paragraph 6 hereof. This agreement shall be automatically renewed from year to year for successive one year periods thereafter.

IN WITNESS WHEREOF, the City of ROSEMEAD, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk,

OFFICE COPY RETURN TO
INDUSTRIAL WASTE DIVISION
LOS ANGELES COUNTY ENGINEER
ROOM 108 W. 2ND STREET
LOS ANGELES 12, CALIFORNIA

and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chairman of the said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF BERKELEY

By

Henry J. Stead
Mayor

ATTEST:

Alan S. Rogers
City Clerk

COUNTY OF LOS ANGELES

By

FRANK J. BONELLI

Chairman, Board of Supervisors

ATTEST:

HAROLD J. OSTLY, County Clerk
and ex officio Clerk of the
Board of Supervisors

By

JAMES S. MIZE

Deputy

OFFICE COPY RETURN TO
INDUSTRIAL WASTE DIVISION
LOS ANGELES COUNTY ENGINEER
ROOM 108 W. 2ND STREET
LOS ANGELES 12. CALIFORNIA

RESOLUTION NO. 16

File I - 4741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD TO
PROVIDE ENFORCEMENT OF INDUSTRIAL WASTE PROVISIONS OF CITY ORDINANCE
AND AUTHORIZING EXECUTION OF A CONTRACT WITH THE COUNTY OF LOS ANGELES
WITH RESPECT THERETO.

THE CITY COUNCIL OF THE CITY OF ROSEMEAD DOES RESOLVE AS FOLLOWS:

SECTION 1. The Mayor of the City of ROSEMEAD is hereby
authorized to execute a contract with the County of Los Angeles pro-
viding for enforcement of industrial waste provisions of City
Ordinance, a true and correct copy of which said contract is affixed
hereto and made a part hereof, reference to which is hereby made.

Agreement

ADOPTED AND APPROVED this 4th day of August, 1959.

Henry E. Stead
Mayor

ATTEST:

Chas. J. Rogers
City Clerk

I HEREBY CERTIFY that the foregoing is a
true and correct copy of a Resolution passed and adopted by
the City Council of the City of ROSEMEAD at a regular
meeting thereof held on the 4th day of AUGUST, 1959.

Chas. J. Rogers
City Clerk

OFFICE COPY RETURN TO
INDUSTRIAL WASTE DIVISION
LOS ANGELES COUNTY ENGINEER
ROOM 108 W. 2ND STREET
LOS ANGELES 12, CALIFORNIA

ORDINANCE NO. 659

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF ROSEMEAD ADOPTING BY REFERENCE, PURSUANT TO
GOVERNMENT CODE SECTION 50022.2, THE LOS ANGELES COUNTY
SANITARY SEWERS AND INDUSTRIAL WASTE ORDINANCE
(TITLE 20 DIVISION 2 - LOS ANGELES COUNTY CODE)

THE CITY COUNCIL OF THE CITY OF ROSEMEAD DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 5 of Article VIII of the Rosemead Municipal
Code is amended by amending Sections 8500 and 8503 to read:

8500. Adoption of Los Angeles County Code, Title 20, Division 2
- SANITARY SEWERS AND INDUSTRIAL WASTE. Except as hereinafter
provided, there is hereby adopted as the Sanitary Sewer and
Industrial Waste Ordinance of the City of Rosemead, Title 20,
Division 2 of the Los Angeles County Code, as the same is in full
force and effect through and including amendments in Los Angeles
County Ordinance No. 89-0101 (July 27, 1989).

A copy of Title 20, Division 2 of the Los Angeles County Code,
as the same is in full force and effect through and including
amendments in Los Angeles County Ordinance No. 89-0101 (July 27,
1989) has been deposited in the office of the City Clerk of the City
of Rosemead and shall be at all times maintained by the Clerk for use
and examination by the public.

8503. Violation and Penalties.

(a) No person shall violate any of the provisions, or fail to
comply with any of the requirements of Sections 8500 through and
including 8503 hereof.

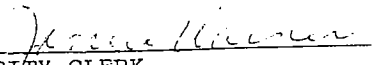
(b) Any person, firm, or corporation violating any of the
provisions of the Sanitary Sewer and Industrial Waste Ordinance shall
be deemed guilty of a misdemeanor, and each such person shall be
deemed guilty of a separate offense for each and every day or portion
thereof during which any violation of any of these provisions is
committed, continued or permitted, and upon conviction of any such
violation such person shall be punishable by a fine of not more than
one thousand (\$1,000) dollars or by imprisonment in the County Jail
for a period of not more than six (6) months, or by both such fine
and imprisonment.

Section 2. The City Clerk shall certify to the adoption of this
Ordinance and cause the same to be processed in accordance with State
law.

PASSED, APPROVED AND ADOPTED this 13th day of February, 1990.


MAYOR

ATTEST:

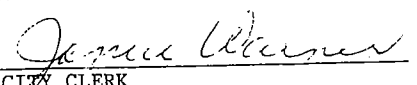

CITY CLERK

I hereby certify that the foregoing Ordinance No. 659 was introduced at a regular
meeting of the City Council of the City of Rosemead held on the 23rd day of January,
1990, and was duly adopted by said City Council at their regular meeting held on the
13th day of February, 1990, by the following vote:

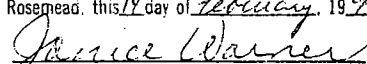
Yes: DeCocker, Taylor, McDonald, Bruesch, Imperial
No: None
Absent: None
Abstain: None

State of California)
County of Los Angeles) SS
City of Rosemead)

I hereby certify the foregoing instrument is
a full, true and correct copy of the original
on file in this office.


CITY CLERK

In witness whereof, I have hereunto set my
hand and affixed the seal of the city of
Rosemead, this 14 day of February, 1990


City Clerk

ORDINANCE NO. 66

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEMEAD ADOPTING BY REFERENCE, PURSUANT TO SECTION 50,022.2 OF THE GOVERNMENT CODE, ORDINANCE NO. 6130 OF THE COUNTY OF LOS ANGELES, ENTITLED "AN ORDINANCE PROVIDING REGULATIONS FOR SANITARY SEWERS, AND THE DEPOSIT OR DISCHARGE OF SEWAGE AND OTHER WASTE MATTER IN UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES", AS AMENDED TO SEPTEMBER 23, 1964, AS THE SANITARY SEWER AND INDUSTRIAL WASTE ORDINANCE OF THE CITY OF ROSEMEAD, AND AMENDING THE ROSEMEAD MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF ROSEMEAD HEREBY ORDAINS AS FOLLOWS:

Section 1. The Rosemead Municipal Code is hereby amended by amending Chapter 4 of Article VIII thereof to read:

CHAPTER 4 - SEWAGE AND INDUSTRIAL WASTE

8400. Adoption of Sanitary Sewer and Industrial Waste Ordinance. Except as hereinafter provided, that certain ordinance of the County of Los Angeles, known and designated as Ordinance No. 6130, Sanitary Sewer and Industrial Waste Ordinance, entitled "AN ORDINANCE PROVIDING REGULATIONS FOR SANITARY SEWERS, AND THE DEPOSIT OR DISCHARGE OF SEWAGE AND OTHER WASTE MATTER IN UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES", as amended to September 23, 1964, is hereby adopted, and may hereafter be referred to, as the Sanitary Sewer and Industrial Waste Ordinance of the City of Rosemead.

Three copies of said Ordinance No. 6130 of the County of Los Angeles, as so amended, have been deposited with the City Clerk of the City of Rosemead and shall be at all times maintained

by said Clerk for use and examination by the public.

8401. Definitions. Whenever any of the following names or terms are used in the said Ordinance No. 6130, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board", "Board of Supervisors", or "Board of Supervisors of Los Angeles County", shall mean the City Council of the City of Rosemead.
"County Engineer" shall mean the City Engineer.
"County Health Officer" shall mean the City Health Officer.

"County", "County of Los Angeles", or "Unincorporated area of the County of Los Angeles", shall mean the City of Rosemead except in such instances where the context shall otherwise require.

"County Sewer Maintenance District" shall mean the County Sewer Maintenance District except in the instance where the territory concerned either is not within or has been withdrawn from a County Sewer Maintenance District. In any such instance "County Sewer Maintenance District" shall mean the City of Rosemead.

"Ordinance" means an ordinance or municipal code of the City of Rosemead except in such instances where the reference is to a stated ordinance of the County of Los Angeles.

"Public Sewer" means all sanitary sewers and appurtenances thereto, lying within streets or easements dedicated to the City, which are under the sole jurisdiction of the City.

"Trunk Sewer" means a sewer under the jurisdiction of a public entity other than the City of Rosemead.

8402. Amendments to Sanitary Sewer and Industrial Waste Ordinance. Notwithstanding the provisions of Section 8400 of the Rosemead Municipal Code, said Sanitary Sewer and Industrial Waste Ordinance is hereby amended as follows:

1. Section 4007.1 thereof is amended to read:

"The City Engineer may recommend that the Council approve an agreement to reimburse or agree to reimburse a subdivider, school district, an improvement district formed under special assessment procedures, or person for the cost of constructing sanitary sewers for public use where such sewers can or will be used by areas outside of the proposed development; and to establish a reimbursement district and collection rates as described in the agreement under the provisions of this ordinance."

2. Sections 5204.1 and 5221 thereof are repealed.

3. Section 5222 thereof is amended by adding at the end thereof a paragraph to read:

"All monies collected under this Section for

sewer maintenance are to be submitted directly to the County Sewer Maintenance District for inclusion in such Sewer Maintenance District's funds."

4. Section 5506 thereof is amended by adding at the end thereof a paragraph to read:

"In the event the damaged public sewer is not in a sewer maintenance district, the violator shall reimburse the City within thirty (30) days after the City Engineer shall render an invoice for the same. The amount when paid shall be deposited in the City Treasury."

5. Section 6109 thereof is amended to read:

"No uncontaminated cooling water shall be discharged into a drainage system connected with a public sanitary sewer except by written permission from the City Engineer."

PASSED, APPROVED, AND ADOPTED this 14th day of September, 1965.

Mayor of the City of Rosemead

ATTEST:

City Clerk